

In re:
Thomas A Fink
Debtor

Case No. 19-12720-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Feb 18, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 7

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 20, 2021:

Recip ID	Recipient Name and Address
db	Thomas A Fink, 2651 Sunnyside Avenue, Langhorne, PA 19053-1962
cr	+ TruMark Financial Credit Union, Klehr Harrison Harvey Branzburg, LLP, 1835 Market Street, Suite 1400, Philadelphia, PA 19103-2945

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Feb 19 2021 03:33:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Feb 19 2021 03:33:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	Feb 19 2021 03:33:00	U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+ Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Feb 19 2021 02:35:39	PRA Receivables Management LLC, POB 41067, Norfolk, VA 23541-1067
cr	+ Email/PDF: gecsedl@recoverycorp.com	Feb 19 2021 02:45:30	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 5

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 20, 2021

Signature: /s/Joseph Speetjens

District/off: 0313-2

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CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 18, 2021 at the address(es) listed below:

Name	Email Address
CORINNE SAMLER BRENNAN	on behalf of Creditor TruMark Financial Credit Union cbrennan@klehr.com swenitsky@klehr.com
JEROME B. BLANK	on behalf of Creditor FREEDOM MORTGAGE CORPORATION paeb@fedphe.com
MICHAEL P. KELLY	on behalf of Debtor Thomas A Fink mpkpc@aol.com r47593@notify.bestcase.com
REBECCA ANN SOLARZ	on behalf of Creditor FREEDOM MORTGAGE CORPORATION bkgroup@kmlawgroup.com
ROBERT J. DAVIDOW	on behalf of Creditor FREEDOM MORTGAGE CORPORATION robert.davidow@phelanhallinan.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Thomas A. Fink		CHAPTER 13
	<u>Debtor(s)</u>	
FREEDOM MORTGAGE CORPORATION		
	<u>Movant</u>	
vs.		NO. 19-12720 MDC
Thomas A. Fink		
	<u>Debtor(s)</u>	
William C. Miller Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,458.81**, which breaks down as follows;

Post-Petition Payments:	January 2021 through February 2021 at \$1,250.26/month
Suspense Balance:	(\$41.71)
Total Post-Petition Arrears	\$2,458.81

2. The Debtor(s) shall cure said arrearages in the following manner:

a) Debtor and Secured Creditor have agreed to a forbearance agreement for the payments due for the months of January 1, 2021 through June 1, 2021 which may be subject to extension upon mutual agreement or applicable law. Upon the expiration of the forbearance period on June 30, 2021, or as may be extended, Debtor shall make arrangements with Secured Creditor to address the payments covered by the forbearance period along with the above-listed arrears.

b) Regular post-petition payments shall resume on July 1, 2021 or upon the expiration of the forbearance period, whichever is later.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. If the parties do not reach an agreement regarding the payments covered by the forbearance period within THIRTY (30) days of the expiration of the initial or extended forbearance period, the Secured Creditor shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within THIRTY (30) days of the date of said notice. If Debtor(s) should fail to cure the default within THIRTY (30) days, the Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

5. In the event the payments under Section 2(e) above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within THIRTY (30) days of the date of said notice. If Debtor should fail to cure the default within THIRTY (30) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order⁷ granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: 2/8/2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz Esq.
Attorney for Movant

Date: 2/9/2021



Michael P. Kelly Esq.
Attorney for Debtor(s)

No Objection

/s/ LeeAne O. Huggins February 15, 2021

William C. Miller, Chapter 13 Standing Trustee

Approved by the Court this 17th day of February, 2021. However, the court retains discretion regarding entry of any further order.



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE